

REMARKS

This is in response to the Office Action dated November 23, 2010. Claim 1 is amended to incorporate the feature of claim 2, and to emphasize that the claimed food package is made from polymer-coated packing board. Claim 2 is accordingly cancelled, without prejudice, and the dependency of claim 3 is adjusted accordingly. Claim 6 is amended, without change of scope, to address an antecedent basis problem. No new matter is introduced by this Amendment. Claims 1, 3, and 5-9 are presently under consideration in this application.

Rejection Under 35 USC 112, first paragraph

Claims 1-3 and 5 were rejected under 35 USC 112, first paragraph, as allegedly failing to comply with the written description requirement with respect to their recitation of an “uncontaminated” heat-seal. Office Action, page 2. The term “uncontaminated” has been removed from the claims, thereby overcoming this ground of rejection.

Rejection Under 35 USC 112

Claims 1-3 and 5-8 were rejected by the Examiner under 35 USC 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which the Applicants regard as the invention. Office Action, page 3. This rejection was based in part upon alleged indefiniteness of the term “uncontaminated,” which term has now been removed from the claims. This rejection was also based on an alleged lack of antecedent basis for certain terminology in claim 6 (“the mouth”). The antecedent basis problem has been addressed by the foregoing amendment of claim 6. Accordingly, it is believed that the rejection under the 2nd paragraph of 35 USC has been overcome.

Rejection Under 35 USC 103

Claims 1 and 2 were rejected under 35 USC 103(a) as being unpatentable over US 3,716,370 (“Bemiss”). Office Action, pages 3-4. Claims 3 and 5 were rejected under 35 USC 103(a) as being unpatentable over Bemis in view of US 3,904,104 (“Kane”). Office Action, page 5. Claims 6-9 were rejected under 35 USC 103(a) as being unpatentable over Bemis in

view of Applicants' Admitted Prior Art. Office Action, pages 6-9. These rejections are respectfully traversed.

A particular benefit of a double-sealed food tray provided by the present invention is that heat can be introduced from both sides of the rim flange to form two sealing lines at a single step (e.g., as stated in claim 1: "a heat-seal to a lower surface of the rim flange ..., and wherein the packing board lid is additionally heat-sealed to the upper surface of the rim flange of the packing board tray, providing a double sealing line"). Applicants indicate that this is more rapid than sealing from one side only. The simultaneous sealing on opposite sides of the rim flange in the present invention thus support and enhance one another.

The Bemiss disclosure has been extensively discussed in Applicants' previous response. Bemiss shows a tray made only of polyethylene – the Bemiss tray is not made of polymer-coated board as in the present invention. Another major difference is that Bemiss does not relate to a food-baking tray – that is, to the process of putting food into a tray, baking the food, and closing the tray containing the baked food to finish the food package for consumer use.

Bemiss may describe double-sealing to the upper and lower sides of a rim flange. However, the purpose of the upper sealing line is to define routes for steam escaping from the corners of the Bemiss package. "Within the space formed by the bent over portions 62, there is provided a length of caulking or hot melt adhesive 68 which will melt below 212°F ... so as to effectively vent the package to permit the escape of steam, particularly at the corners." Bemiss, column 4, lines 34-38. This constitutes a significant difference from the present invention, which is concerned with entirely different types of food tray packages than is Bemiss.

In the paragraph bridging pages 3-4 of the Office Action, the Examiner contends that in the Bemiss package, the packaged food is capable of contaminating the rim flange during cooking. However, Bemiss does not bake or cook the food in an open tray, which could subject the ring flange to contamination. Bemiss closes the tray with a lid without a previous food-baking step in an open tray. Whatever Bemiss discloses with respect to cooking (heating) of the food in the tray refers to *closed* food-tray packages, which are taught to be heated in hot water. Column 4, lines 16-18. The upper rim flange of the Bemiss tray is under the lid during the cooking process, and is thus protected from contamination. No sealing problem could ensue in Bemis, since the package would already have been closed by heat-sealing. The foregoing

explanation should help to clarify essential differences in the technology of the present invention as compared to that in Bemiss.

For all of the reasons set forth hereinabove, it is believed that the Bemiss reference does not render obvious Applicants' inventive contribution. Neither the Kane patent nor the prior art referred to in the specification of the present application remedies the foregoing deficiencies of the Bemiss disclosure.

Conclusion

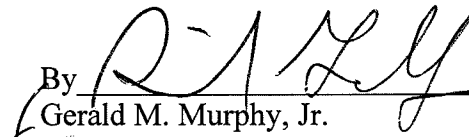
Accordingly, in view of the above amendments and remarks, reconsideration of the rejections and allowance of all of the claims of the present application are respectfully requested.

Should there be any outstanding matters that need to be resolved in the present application, the Examiner is respectfully requested to contact Joseph A. Kolasch, Registration No. 22,463, at the telephone number of the undersigned below to conduct an interview in an effort to expedite prosecution in connection with the present application.

If necessary, the Director is hereby authorized in this, concurrent, and future replies to charge any fees required during the pendency of the above-identified application or credit any overpayment to Deposit Account No. 02-2448.

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Respectfully submitted,

By  # 28,781
Gerald M. Murphy, Jr.
Registration No.: 28977

BIRCH, STEWART, KOLASCH & BIRCH, LLP
8110 Gatehouse Road, Suite 100 East
P.O. Box 747
Falls Church, VA 22040-0747
703-205-8000